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Attorneys for Plaintiffs  
FAZILATUN NESSA and KARIM SARKER

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE:

DEEP VEIN THROMBOSIS  
LITIGATION

This Document Relates To:

*Nessa v. Malaysian Airline System  
Berhad, et. al*  
*Civil Action No. C 04-4861 VRW*

MDL Docket No. 1606 VRW

STIPULATION DEEMING  
SETTLEMENT BETWEEN  
MALAYSIAN AIRLINE SYSTEM  
BERHAD AND PLAINTIFF A  
GOOD FAITH SETTLEMENT  
PURSUANT TO CALIFORNIA  
CODE OF CIVIL PROCEDURE §  
877.6; ORDER ~~PROPOSED~~

1 Plaintiffs Fazilatun Nessa and Abdul Karim Sarker (“plaintiffs”), Defendant  
2 Malaysian Airline System Berhad (“MAS”), and Defendant Command Security  
3 Corporation dba Aviation Safeguards (“CSC”), through their respective counsel of  
4 record, hereby stipulate as follows:

5 WHEREAS, plaintiffs and CSC entered into a settlement of plaintiffs’  
6 claims against CSC for the sum of One Hundred Fifteen Thousand Dollars  
7 (\$115,000) and, on June 6, 2005, filed a motion for determination that the  
8 settlement was in “good faith” within the meaning of California Code of Civil  
9 Procedure § 877.6;

10 WHEREAS, on October 27, 2005, this Court issued an order finding that the  
11 settlement between plaintiffs and CSC was made and entered into in “good faith”  
12 within the meaning of the California Code of Civil Procedure § 877.6;

13 WHEREAS, plaintiffs and MAS have now reached a settlement for the sum  
14 of One Hundred Fifteen Thousand Dollars (\$115,000), conditioned upon the  
15 Court’s determination that the settlement between plaintiffs and MAS is a good  
16 faith settlement under California Code of Civil Procedure § 877.6;

17 WHEREAS, MAS is settling with plaintiffs for the same amount as CSC  
18 had previously settled with plaintiffs, which the Court found to be a “good faith”  
19 settlement under California Code of Civil Procedure § 877.6;

20 IT IS THEREFORE STIPULATED that: (1) the settlement of \$115,000  
21 between plaintiffs and MAS is in the range of MAS’s potential liability to plaintiffs  
22 in this case and, therefore, has been made in “good faith” pursuant to California  
23 Code of Civil Procedure § 877.6 and the case law interpreting § 877.6; and (2) that  
24 any and all actual and potential claims by any other person, entity, plaintiff,  
25 defendant, cross-complainant, cross-defendant, intervenor, lien holder, joint  
26 tortfeasor, co-obligor, or other actual or potential party against MAS, and/or its  
27 predecessors, successors, assigns, or representatives, for equitable comparative  
28

1 contribution, or partial, comparative or implied indemnity are forever barred.

2 IT IS SO STIPULATED.

3  
4  
5 DATED: November \_\_\_\_, 2005

HASAN & ASSOCIATES

6  
7 By: \_\_\_\_\_

8 TARIQ S. HASAN  
9 Attorneys for Plaintiffs  
10 FAZILATUN NESSA and  
11 ABDUL KARIM SARKER

12 DATED: November 30, 2005

SHAW, TERNER & LAMONTAGNE LLP

13 By: \_\_\_\_\_

14 JOHN W. SHAW  
15 SCOTT A. FREEDMAN  
16 Attorneys for Defendant  
17 COMMAND SECURITY  
18 CORPORATION dba AVIATION  
19 SAFEGUARDS

20 DATED: November 30, 2005

CONDON & FORSYTH LLP

21 By: \_\_\_\_\_

22 ROD D. MARGO  
23 KEVIN R. SUTHERLAND  
24 Attorneys for Defendant  
25 MALAYSIAN AIRLINE SYSTEM  
26 BERHAD  
27  
28

1 contribution, or partial, comparative or implied indemnity are forever barred.

2 IT IS SO STIPULATED.

3  
4  
5 DATED: November 21, 2005

HASAN & ASSOCIATES

6  
7 By: 

8 TARIQ S. HASAN  
9 Attorneys for Plaintiffs  
10 FAZILATUN NESSA and  
11 ABDUL KARIM SARKER

12 DATED: November \_\_, 2005

SHAW, TERHAR & LaMONTAGNE LLP

13 By: \_\_\_\_\_

14 JOHN W. SHAW  
15 SCOTT A. FREEDMAN  
16 Attorneys for Defendant  
17 COMMAND SECURITY  
18 CORPORATION dba AVIATION  
19 SAFEGUARDS

20 DATED: November \_\_, 2005

CONDON & FORSYTH LLP

21 By: \_\_\_\_\_

22 ROD D. MARGO  
23 KEVIN R. SUTHERLAND  
24 Attorneys for Defendant  
25 MALAYSIAN AIRLINE SYSTEM  
26 BERHAD

27  
28  
STIPULATION DEEMING SETTLEMENT BETWEEN  
MALAYSIAN AIRLINE SYSTEM BERHAD AND  
PLAINTIFF A GOOD FAITH SETTLEMENT  
MDL Docket No. 1606 VRW

~~PROPOSED~~ ORDER

IT IS ORDERED that the settlement between plaintiffs Fazilatun Nessa and Abdul Karim Sarker and defendant Malaysian Airline System Berhad, in the amount of \$115,000, is made and entered into in good faith within the meaning of California Code of Civil Procedure § 877.6.

IT IS FURTHER ORDERED that all actual and potential claims by any other person, entity, plaintiff, defendant, cross-complainant, cross-defendant, intervener, lien holder, joint tortfeasor, co-obligor, or other actual or potential party against defendant Malaysian Airline System Berhad, and/or its predecessors, successors, assigns, or representatives, for equitable comparative contribution, or partial, comparative or implied indemnity are forever barred.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2005

Dated: February 7, 2006

